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The following is an English courtesy translation of the original document “*Position Paper - Criticità competitive connesse all’abbinamento di apparecchiature di collegamento a internet (CPE) nell’ambito del Piano Voucher*” of the 16/03/2021, prepared in Italian language.

Position Paper

Competitive issues related to the bundling of terminal equipment (CPE) within the Voucher Plan of the Italian Government

With the present document, the Free Modem Alliance analyse some competitive profiles of the “*Voucher plan for ultra-broadband connectivity*” (hereinafter, the “Plan”) of the Italian Government. The Plan, which aims to promote new subscriptions to ultra-broadband internet services and to address the digital needs of families and businesses, consists of two Phases:

- Phase 1, which provides subsidies for low-income families; after being approved by the European Commission on the 4th of August 2020¹, it was launched on the 9th of November 2020 and it is still ongoing.
- Phase 2, which will provide subsidies for middle-income families and businesses; its timeframe has not been published yet, but it may be launched as soon as June of this year.

In this regard, we deem it necessary to point out certain issues related to the bundling of modem/router terminal equipment (hereinafter, “CPE”) and ultra-broadband telecommunications services, as it is occurring in Phase 1, and which might harm competition if it were allowed to continue unchecked in Phase 2. In fact, the latter will deploy far more resources than the first one, and it is likely to severely impact the markets of consumer electronics, including not only CPE but also various complementary goods and services (e.g. smart home devices, repeaters, installation services), in the absence of appropriate corrective measures.

I. Prologue: evolution of the “free modem” in Italy

In order to provide a correct framework for the issues dealt with in this document, we would like to briefly summarise the relevant historical and regulatory context.

The debate around the free choice of terminal equipment (also known in Italy as “*modem libero*”) gradually came to the attention of the Italian public, and then of the regulators, around 2016, following the deployment of FTTC VDSL. At that time, some TLC operators started to systematically prevent the end users from using the CPE of their choice, through a combination of various commercial, legal and technical practices. Such an imposition was carried out, on the one hand, by denying the user the technical and configuration parameters needed to connect his own equipment to the internet line. On the other hand, the operator would also contractually bind its users to only use the CPE supplied by the operator itself. In a short time, these practices became prevalent and were variously adopted by all the major operators active in the Italian markets for fixed-location electronic communications. These practices were all the more significant in that they occurred precisely at the time of the first and most intense phase of technological upgrade towards ultra-wideband connections (i.e. with download speeds ≥ 30 Mbps). As can be seen from the data published in the AGCOM Communications

¹ See Decision SA.57495: Broadband vouchers for certain categories of families – Italy, published on the Official Journal of the European Union, C 326, 2 October 2020

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Observatory, net additions between 2016 and 2018 amounted to 5.37 million new UBB lines², in relation to which the major operators succeeded in imposing, almost exclusively, the provision of their own bundled CPE.

For the operators, the forced provision of their CPE responded to several short-term and long-term objectives. First of all, it allowed them to achieve extremely high margins on the bundled CPE (up to 400%³), which are today impossible on internet access services. In the case of bundled sales, it was also exploited for end-user lock-in purposes: should the end-user ask for a termination/change of operator before having paid all the instalments of the CPE, the operator would immediately invoice, at once, the entirety of the remaining instalments, thus discouraging the user from terminating the contract before the CPE had been fully paid. In addition, it should be noted that the CPE still represents the entry point to the user's private network. It thus allows access to data of particular value for profiling purposes and, in perspective, it allows a competitive advantage in the growing market of "smart home" goods and services connected to the end user's internal network.

The phenomenon of the so-called "imposed modem" led to a serious contraction of the volumes of network routers sold in Italy through the open market distribution channels (i.e. non-Telco players). The relative monthly performances, calculated with respect to the previous year, turned out to be abnormally negative for each month of 2017 - with a peak of -38.2% in the first quarter (February), -51.7% in the second (August) and -59.4% in the third quarter (December)⁴ - and this negative trend was also confirmed for the first months of 2018. At the same time, there was a contraction in the downstream market for installation and configuration services, in which many SMEs were active. Gradually, these players found themselves unable to provide their services in relation to the CPE, since - unsurprisingly - the operators reserved to their own technicians the installation and maintenance activities on their modems.

By exploiting their pre-existing power in the markets for fixed-line communication services, the major telecommunications operators have been able to establish themselves on the related market for CPE, to the detriment of its previous players, that were rendered unable to compete on a level playing field. In the absence of appropriate regulatory and/or normative interventions, this would have resulted in the substantial disappearance of CPE from the non-Telco points of sale and would have replicated, into the CPE retail market, the same oligopolistic structure characterising the retail market for internet access services.

Fortunately, the European legislator had already intervened to protect the open internet by issuing the aforementioned Regulation (EU) 2015/2120, which states, in Article 3(1), that "*end-users shall have the right to (...) use terminal equipment of their choice, irrespective of the end-user's or provider's location or the location, origin or destination of the information, content, application or service, via their internet access service*".

The Regulation became formally effective in 2016, although it remained for years substantially unimplemented in Italy, despite the issue being raised on several occasions with the Government in

² For the purposes of a comparative assessment of this value, it should be noted that net additions of UBB lines between 2018 and 2020, a period in which UBB connections continued to grow, amounted to only 2.68 million, less than half the figure for the previous two years.

³ See, *inter alia*, Pezzali R., "Il modem libero è servito a qualcosa: TIM HUB+ con Wi-fi 6 sembra finalmente un modem decente", DDay, published on 07 September 2020 at URL: <https://www.dday.it/redazione/36828/il-modem-libero-e-servito-a-qualcosa-tim-hub-con-wi-fi-6-sembralfinalmente-un-modem-decente>

⁴ See Aranda I., "SalesWatch Distribution: Network Routers Italy", Context, 12 June 2018

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parliamentary acts⁵⁶. It was only with article 4 of Law no. 167/2017⁷ that the Italian Parliament formally confirmed the sanctioning powers entrusted to the Italian NRA (AGCOM). Then AGCOM, following a public consultation, finally adopted, on 18/07/2018, Decision no. 348/18/CONS, *"Implementing measures for the correct application of Article 3(1), (2), (3) of Regulation (EU) No 2015/2120 laying down measures concerning access to an open internet, with specific reference to the freedom of choice of terminal equipment"*.

The adjustment of all the major operators to the new regulatory framework has been neither peaceful, nor timely, nor complete. On the one hand, Decision no. 348/18/CONS was appealed, in front of the Lazio Regional Administrative Court, by TIM, Vodafone, WIND3, Fastweb and Sky. On the other hand, the FMA itself has found and reported to AGCOM a number of delays, evasive behaviours and at times open violations of the regulatory provisions protecting the free choice of terminal equipment. These violations, unsurprisingly, have led not only to the opening of numerous individual conciliation procedures in front of the Co.Re.Com. (the alternative resolution body established for disputes between TLC operators and their end-users), but also to sanctioning procedures at AGCOM.

This premise was necessary in order to clarify that the practices described in the following document - far from representing an occasional or transient fact - are part of a consolidated and coherent strategy, aimed at extending the operator's control over CPE and the related retail market. Specifically, they represent the latest iteration of such a strategy, necessary in order to maintain and adapt it to the growing opposition that it has recently encountered at both the legislative and the regulatory level.

II. The regulation of the CPE in Phase 1

Article 3 of the Decree of 7 August 2020 of the Minister for Economic Development states that *"households with an ISEE of less than 20,000 euros are entitled to a maximum contribution of 500 euros, in the form of a discount, on the sale price of ultra-broadband internet connection fees for a period of at least twelve months and, where applicable, of the relevant activation services, as well as for the supply of the relevant electronic devices (CPE) and a tablet or personal computer"*.

When issuing the operational rules implementing the above quoted provision, Infratel Italia s.p.a. (the in-house society of the Ministry of the Economic Development appointed for the Plan) did not allocate a specific share of the voucher to the CPE, unlike it did with the other hardware (tablets and PCs), which were allocated a defined share (between 100,00 and 300,00 Euro, out of the total voucher amount of 500,00 Euro). Thus, CPE falls within the same share of the voucher already allocated for internet access services, as a mere accessory element of the latter.

In this sense, the draft Agreement between the Operators and Infratel Italia⁸, annexed to the Operating Manual, provides:

⁵ See Urgent Interpellation 2-01600, by CATALANO Ivan, text tabled on Wednesday 18 January 2017 and amended on Friday 24 February 2017, sitting No. 748, published at the following URL: <https://aic.camera.it/aic/scheda.html?numero=2/01600&ramo=CAMERA&leg=17>

⁶ See Urgent Interpellation 2-01747, by CATALANO Ivan, text tabled on Tuesday 4 April 2017 and amended on Friday 7 April 2017, sitting No. 776, published at the following URL: <https://aic.camera.it/aic/scheda.html?numero=2/01747&ramo=CAMERA&leg=17>

⁷ Legge 20 novembre 2017, n. 167 Disposizioni per l'adempimento degli obblighi derivanti dall'appartenenza dell'Italia all'Unione europea - Legge europea 2017. (17G00180) (GU Serie Generale n.277 del 27-11-2017)

⁸ See Annex 1 - Agreement for the activation of an incentive measure, for less well-off families, aimed at increasing the demand for connectivity services, published at: <https://www.infratelitalia.it/enforcement-newsnotizie/plan-voucher-phase-i-operating-manual-and-documentation>

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- in Article 2 (Definitions), paragraph 3, that the voucher is dedicated to *"ultra-broadband connectivity services with at least 30 Mbit/s download speed, including the supply of the relevant electronic devices (CPE), in accordance with the specifications of Annex A - Service Levels"*;
- in Article 6 (Amount of the voucher), paragraph 1, that *"the demand-side subsidy measure provides for the granting of a contribution, in the form of a discount, on the selling price of the fees for ultra-broadband internet connection for a period of at least 12 months (with a maximum duration of 24 months) and, where present, of the relevant activation services, as well as for the supply of the relevant electronic devices (CPE) made available by the Operator, where required..."*.

In line with the above, Infratel, in drawing up the application form for admission to the contribution⁹, has also commendably provided that the end user should declare, by ticking a specific box, his willingness *"to use the modem/router provided by the Operator"* or *"alternatively, to purchase/use a modem/router of his own choice"*. Nevertheless, such an option did not necessarily bring a real economic benefit to the end-users.

II. National Antitrust activities in relation to the Plan

The Italian Antitrust Authority (AGCM), in its opinion AS1696¹⁰ of the 03/09/2020, pointed out to the Ministry of Economic Development some potentially critical aspects of the Plan, which may, in particular, *"jeopardise static and dynamic competition in the markets for wholesale and retail ultrawideband telecommunications services"*. This opinion follows the observations already raised by AGCM in the context of its previous report AS1683¹¹ of 01/07/2020.

By means of such communications, the Authority has already highlighted to the Government the existence of a competitive problem connected (also) to the bundling of terminal equipment, and, in particular, the existence of contractual mechanisms aimed at locking-in the end users through the bundled supply of the CPE. The Free Modem Alliance has welcomed with particular satisfaction the attention paid by the AGCM to such commercial practices, which are undoubtedly detrimental to the contestability of users in the telecommunications retail services market (either ultra-broadband or not) and as such were denounced by the FMA since the start of its activities.

These lock-in practices related to the supply of equipment, which are still current even though *prima facie* recessive, also as a consequence of AGCOM action, do not however exhaust the number of competitive problems arising from the current commercial and contractual practices of bundled supply of CPE by the major ISPs.

⁹ See *Annex C - Application for Grant*, published at:

<https://www.infratelitalia.it/archivio-news/notizie/pianovoucher-fase-i-manuale-operativo-e-documentazione>

¹⁰ AGCM, AS1696 - Voucher plan for ultra-broadband connectivity - published in Bulletin No. . 37/2020 and on the Authority's institutional website, at the URL: <https://www.agcm.it/dotcmsdoc/bollettini/2020/37-20.pdf>

¹¹ AGCM, AS1683 - Criticalities regarding the development of fixed telecommunication infrastructures and ultra-broadband mobile phone - published in Bulletin no. 28/2020 and on the Authority's institutional website, at the URL: <https://www.agcm.it/dotcmsdoc/bollettini/2020/28-20.pdf>

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IV. Modalities for the provision of CPE in the voucher-dedicated commercial offers of the major operators

As is well known, the Italian market for fixed network connectivity services has a markedly oligopolistic structure. Only four operators (TIM, Vodafone, Fastweb and Wind3) own, in fact, an 88.9% share of the fixed network access market, and 87.9% of broadband and ultra-broadband access¹².

TIM¹³ and **Fastweb**¹⁴ provide a CPE on a free loan basis. This choice does not seem surprising for Fastweb, which has been using the same formula for all its fixed network offers for some time. On the other hand, TIM's decision to provide CPE on a free loan basis for its voucher offer appears unusual, given that - in its usual non-voucher offers - the CPE is sold to end users for EUR 240.00, payable in instalments of EUR 5.00 per month for 48 months¹⁵.

Vodafone, on the other hand, does not provide for the supply on a free loan basis, but *"free of charge as a discount in kind, provided that the offer remains active for at least 24 months"*¹⁶. In its conditions, the operator specifies that the user *"in case of early withdrawal before 24 months will be required to return the Vodafone Station. In case of failure to return the station within 30 days of the deactivation of the line, Vodafone will charge an amount commensurate with the value of the good, equal to: - Euro 70 if the withdrawal is exercised in the first 12 months from the signing of the contract; - Euro 50 if the withdrawal is exercised from the thirteenth to the twenty-fourth month from the signing of the contract. The Vodafone Station return modalities are available on vodafone.it".*

Wind3 has not proposed an effectively distinct and voucher-specific offer, but rather applies the bonus to its pre-existing standard "Super Fibra" offers. It should be noted in this regard that, in the "tariff transparency" section of the site, there is no specific detail documentation for the bonus voucher offer¹⁷. The page dedicated to vouchers¹⁸ merely informs the user that the modem is "included", without specifying the legal grounds for such a bundle. Checking the details of the Super Fibra offer, however, it can be seen that the CPE is actually sold for 287.52 Euro, by instalments of 5.99 Euro/month for 48 months¹⁹ (already included in the monthly pre-bonus amount of 28.98/29.98 Euro/month). Considering that the monthly instalment of the CPE is valued at 5.99 Euros/month, it would be legitimate to expect that, if the user, when applying for the bonus, opt to use his own device, the monthly pre-voucher amount should be reduced by the same amount, from 28.98/29.98 to 23.99/24.99 Euros per month. However, it cannot be taken for granted that this actually happens, given that, at least for its ordinary contracts not covered by the bonus voucher, WIND3 does not allow the end users to simply unbundle the CPE from the Super Fibra offer. Instead, the operator envisages the possibility for the end-user to activate a different offer, called "Absolute", without CPE. Since its first introduction and until very recently, the Absolute offer has been characterised by the fact that its monthly cost was almost the

¹² See AGCOM, *Observatory on Communications n. 3/2020*, pp. 1 and 2

¹³ See offer characteristics sheet, published in the tariff transparency section of the TIM website: https://www.tim.it/content/dam/flytoco-areapubblica-aemfe/tim_it/assistenza/info-consumatori/trasparenza-tariffari/linea-fixed/voice-and-internet/tim-super/TIM_SUPER_VOUCHER_FIBRA_0911.pdf

¹⁴ See offer characteristics sheet, published in the tariff transparency section of the Fastweb site: [https://www.fastweb.it/downloads/PDF/trasparenza/res/20210210/fisso/Fastweb%20NeXXt%20Casa%20-%20\(Voucher\)%20-%2016-12-20.pdf](https://www.fastweb.it/downloads/PDF/trasparenza/res/20210210/fisso/Fastweb%20NeXXt%20Casa%20-%20(Voucher)%20-%2016-12-20.pdf)

¹⁵ See offer characteristics sheet, published in the tariff transparency section of the TIM website: [https://www.tim.it/content/dam/flytoco-areapubblica-aemfe/tim_it/assistenza/info-consumatori/trasparenza-tariffari/linea-fix/voice-and-internet/tim-super/TIM_SUPER_FIBRA_PROMO_WEB_\(New_customers\)_301120.pdf](https://www.tim.it/content/dam/flytoco-areapubblica-aemfe/tim_it/assistenza/info-consumatori/trasparenza-tariffari/linea-fix/voice-and-internet/tim-super/TIM_SUPER_FIBRA_PROMO_WEB_(New_customers)_301120.pdf)

¹⁶ See dedicated page on the Vodafone website: <https://www.vodafone.it/eshop/contenuti/fibra/bonus-pc.html/#/>

¹⁷ See tariff transparency section of the WIND3 website: <https://www.windtre.it/trasparenza-tariffaria/>

¹⁸ See dedicated page on the WIND website: <https://www.windtre.it/offerte-fibra/bonus-internet-super-fibra/>

¹⁹ See "Super Fibra" offer page on the WIND3 website: <https://www.windtre.it/offerte-fibra/super-fibra/>

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same as that of the Super Fibra offer, as inclusive of the CPE instalment (the difference being only 0.99 euros, instead of 5.99 euros). Only at the beginning of February 2021 the Absolute offer tariff was finally reduced²⁰ with the effect of substantially unbundling the cost of CPE. To date, however, no information has been provided on the WIND3 website as to whether or not the CPE can be unbundled from the Super Fibra “voucher offer, nor whether or not it is possible to subscribe to an Absolute offer with a voucher, nor the economic conditions that would apply in the latter case.

V. The provision of the CPE free of charge under the Plan

As highlighted above, in preparing their voucher offers, three out of four of the major operators have bundled them with the supply of a CPE on a formally gratuitous basis, albeit under a different legal framework. In the case of TIM and Fastweb, the supply is in the form of a gratuitous loan, and therefore only the enjoyment of the good is transferred to the end-user, not its property. In the case of Vodafone, the supply is in the form of a discount in kind, and therefore leads to a (conditional) transfer of ownership of the devices themselves. As far as is relevant here, the two cases do not present a significant difference in terms of effects on competition, and a unitary treatment is therefore possible.

As regards the market for retail telecommunications services, such free supply practices do not appear to present significant detrimental effects. In particular, the economic and temporal cost of returning the CPE in case of termination/change of operator (or, limited to Vodafone, in case of termination/change of operator before 24 months have elapsed), represents the only, hypothetical lock-in effect for end-users. The possible lock-in effect, with the consequent reduced contestability of the users, is therefore very limited, especially where unburdensome or even multiple return modalities are available. From this point of view, these forms of gratuitous supply are fortunately not comparable to the previous common practice of selling a CPE by instalments and then, in the event of a termination of the contract by the end-user, invoicing at once all the remaining instalments.

However, an analysis focusing solely on possible competitive harm on the market for retail internet access services would be incomplete. The provision of CPE formally free of charge in bundle with telecommunications services, as envisaged in the above-described voucher offers, leads in fact to serious competitive harm on the separate (but related) retail markets for customer premise equipment, consumer electronics and, subsidiarily, installation and configuration services.

VI. Impairment of competition in the market for customer premise equipment

The free supply of CPE to the end user, if individually considered, is a below-cost operation for the TLC operator, since it does not allow the recovery, not even partially, of the costs of purchasing, storing and managing the CPE itself. In order to affirm that such supply is below-cost, it is not even necessary to assess separately the characteristics of each device and the logistical structure of each operator, since in any event - being the CPE offered at a rate that is formally equal to zero - any cost that is not zero or negative is automatically higher than its price.

Such below-cost supply is not an occasional operation, linked to transitory needs of the operator and/or market conditions, but is offered on a stable and continuous basis. For Fastweb, this is a longstanding and consolidated commercial practice. But also for the other operators, the stability and continuity of this commercial practice is inherent in its very adoption as part of a voucher offer, the

²⁰ See Nicolosi S., "WINDTRE Absolute: offer without modem in online promo from 20.99 euros per month also in convergence", Mondomobileweb, published on 02 February 2021 at the URL:

<https://www.mondomobileweb.it/196937-windtre-absolute-offer-without-modem-promo-online-2099-euro-month-also-convergence/>

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latter having a standard duration of 12 months from activation (among other things potentially renewable on expiry), and the Plan itself having an overall duration envisaged as two years²¹.

However, the provision of CPE below cost does not constitute an autonomous commercial transaction, but is part of a bundled supply between connectivity and CPE which, in its unity, is not made below-cost, and indeed allows the operator both to recover its costs and to make a profit. The provision of connectivity and CPE is based on cross-subsidisation between the different services that make up the individual contract and between two different categories of end-users. From the first point of view, the costs borne by the operator for the provision of CPE, as an ancillary good or service, are passed on in full in the fees for the main electronic communications service. This also leads to subsidisation between different categories of users. The users who - exercising their right of free choice under Article 3 of Regulation (EU) 2015/2120 - refuse the provision of the operator's equipment, still pay the same fee as the users that receive and use the bundled CPE. Since this undifferentiated fee also covers the additional costs incurred by the operator to provide its CPE, the first category of users ends up indirectly subsidising the second one.

The authors doubt the legitimacy of this practice also for the "market" (i.e. non-voucher) offers of the operators, but such doubts become instead a reasonable certainty for the offers falling within the Plan, that are therefore subsidised by the State. In this last case, in fact, the amounts formally foreseen as compensation for the access services, but including also the disguised fee to cover the costs of CPE, are paid with public money, in a proportion ranging from 33.44% for TIM and Vodafone, to 67.80% for Fastweb.

Therefore, the traditional players in the retail market for customer premise equipment find themselves competing with TLC operators - i.e. competitors primarily operating in an oligopolistic market and endowed with very strong market power, if not outright individual and/or collective dominance - on the basis of unequal and distorted conditions. The offer by ISPs of terminal equipment permanently supplied below cost is in no way replicable by the other players on the retail market for CPE, who cannot, partly because of the (fortunately) pluralistic structure of their market, operate the same cross-subsidisation practices and who. Furthermore, physical sales outlets are also subject to particularly strict and well defined rules on below-cost sales.

The fact that such a practice, which is already distortive and unduly detrimental to competition, is feeded, to a significant extent, by State aid - accessible only to telecommunications operators, to the exclusion of all other open market retail distribution channels - is, in the author's opinion, of doubtful compatibility with both general antitrust law and State aid legislation. We recall, in particular but not limited to, Article 107(1) of the Treaty on the Functioning of the European Union (TFEU), according to which *"save as otherwise provided in the Treaties, any aid granted by a Member State or through State resources in any form whatsoever which distorts or threatens to distort competition by favouring certain undertakings or the production of certain goods shall, in so far as it affects trade between Member States, be incompatible with the internal market"*.

While the above is already true with reference to Phase 1 of the Plan, we are far more worried by the forthcoming Phase 2, given the amount of public resources allocated to the latter. In particular, resources amounting to EUR 923,247,839.00 will be allocated for an expected number of beneficiaries of up to 2,207,540²². This will correspond to the direct introduction by the TLC operators,

²¹ See Infratel, "Voucher plan for ultra-broadband connectivity of families with ISEE up to 50,000 euros and businesses", consultation document of 07/31/2020, p. 8

²² See Infratel, "Voucher plan for ultra-broadband connectivity of families with ISEE up to 50,000 euros and businesses", consultation document of 07/31/2020, p. 11

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on the retail market of Internet connection equipment, of a number of devices potentially equivalent to that of the beneficiaries.

VII. Conclusions

The Free Modem Alliance would deem preferable that, at least in the context of Phase 2, a share of the voucher intended for all the terminal equipment, including tablets, PCs and CPE, were adequately differentiated from the share intended for internet access services. We already expressed such an opinion with the memorandum²³ filed by the FMA on 07/09/2020, in response to the public consultation for Phase 2, and - even before - with the Position Paper of 18/06/2020²⁴ to the Ministry of Economic Development. The market for ultra-broadband electronic communication services is distinct and differentiated from those for tablets, PCs and internet connection equipment, and a measure that ignores this distinction lends itself to facilitating competitive distortions of the latter. Each of the components of the voucher, thus differentiated, should then be provided in such a way as to prevent any unreasonable discrimination between players active in the respective markets. In particular, all the relevant players - and not just the ISPs - should be allowed to supply these devices in the framework of the Voucher Plan.

On the other hand, even if the current Italian Government considered that the urgency, mentioned by the previous Government in the answer to parliamentary question 5-05142²⁵, (still) exists and prevails over the above-mentioned need to protect competition, it would be appropriate to set up - within the Plan - a suitable discipline to prevent the forms of cross-subsidisation described above. Such a framework should provide that, in all cases where the user decides to use his own terminal equipment, he shall actually benefit from a reduction in the tariff charged to him, and that this reduction shall not be less than the costs which the operator would otherwise have incurred in providing the equipment.

VII. Composition and purpose of the Free Modem Alliance

The Free Modem Alliance is an association established between players at different levels of the TLC chain: electronic communications operators (AIIP and ASSOPROVIDER), equipment manufacturers (VTKE), distributors (ALLNET and AIRES), installers (Confartigianato Antennisti) and consumers (Movimento Difesa del Cittadino and ALTROCONSUMO). Its activity is aimed at promoting the principles of open internet and hardware neutrality. Over the last two years, it has been on the frontline of the “*modem libero*” (free modem) campaign, defending the right of the Italian citizen to use modems and routers of their own choice, without undue constraints from the major ISPs, in accordance with the Net Neutrality Regulation (EU) 2015/2120.

The Free Modem Alliance is registered, with number 2020-69442476-85, in the transparency register of the Italian Ministry of Economic Development.

²³ See “*Considerazioni della Free Modem Alliance sul 'Piano voucher per la connettività in banda ultra larga di famiglie con ISEE fino a 50.000 euro e imprese' di cui alla Comunicazione INFRATEL del 31 luglio 2020*”, pubblicato sul sito istituzionale della Free Modem Alliance all'URL: http://www.freemodemalliance.it/wp-content/uploads/2020/10/Considerazioni-della-Free-Modem-Alliance_Consultazione-di-cui-alla-Comunicazione-INFRATEL-31.07.2020.pdf

²⁴ See “*Piano Voucher del Governo Italiano – Position Paper della Free Modem Alliance sulla misura – 18 giugno 2020*”, pubblicato sul sito istituzionale della Free Modem Alliance all'URL: http://www.freemodemalliance.it/wp-content/uploads/2020/10/Position-Paper-Voucher-FMA_18.06.2020.pdf

²⁵ Question for immediate response in committee 5-05142, presented by BRUNO BOSSIO Vincenza, text of Wednesday 9 December 2020, session no. 440, published at the following URL: <https://aic.camera.it/aic/scheda.html?numero=5/05142&ramo=CAMERA&leg=18>

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This document is not confidential.

For any further information, please refer to the contacts below.

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